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7 UNITED STATES BANKRUPTCY COURT
8 DISTRICT OF NEVADA

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10 IN RE:

11 JOSE R. MARTINEZ-CHICAS, ARACELI G.
12 DIAZ,

13
14 Debtors.

Case No: BK20-51150-btb

Chapter 13

REPLY TO OBJECTION TO PROOF
OF CLAIM OF SYLVIA LLOYD-
CLAIM NUMBER 15

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18 Comes Now Creditor Sylvia Lloyd, by and through her legal counsel, William A. Baker,
19 Esq, and hereby replies in Opposition to the claims objection filed by Debtors in this Chapter 13
20 matter. This reply is made and based upon the attached Points and Authorities, exhibits attached
21 hereto, the contents of the Court's file in this matter and any oral argument presented to the Court
22 in this matter at the hearing scheduled for May 27, 2012 @ 1:30 p.m.

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24 DATED this 10th day of May, 2021.

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26 WILLIAM A. BAKER, ESQ.

27 By: 
28 Attorney for Creditor Sylvia Lloyd

POINTS AND AUTHORITIES

I

FACTUAL RECITAL

Sylvia Lloyd has been victimized by the debtors, who have financially abused her and then, when Lloyd sought recompense, they have sought bankruptcy protection. The debtors know that they owe the money lent and worked for by Lloyd but now, to add insult to injury, they seek to deny Lloyd even the partial repayment she would obtain via an approved plan in bankruptcy.

Exhibit 1 is receipts for \$40,000.00 loaned to Martinez Chicas and deposited into his bank account at his request by Lloyd. Ex. 1, pgs. 4-6. See affidavit of Sylvia Lloyd, Ex.2, pgs. 7-10. The deposit was made on 4/8/2019 and none of the deposited amounts have been paid back to Lloyd to date. Ex. 2, pgs. 7-10. Ex. 3 is payment Lloyd made to Washoe County on property owned by Martinez Chicas in the amount of \$410.23 on 12/30/2018 and which was to be repaid to Lloyd. Ex. 3, pgs. 11-12. No repayment was made on this loan. Ex.2, pgs. 7-10.

The business that the debtors operated, Corazon A Corazon Behavior Health, LLC, also regularly borrowed money from Lloyd. Ex.2, pgs. 7-10. On March 29,2019, she loaned the business \$3,500.00, which was to be repaid but has never been repaid to her. That receipt is attached as Ex. 4, pgs. 13-20. On September 28,2019, she loaned the business an additional \$4,500.00, which was to be repaid but has never been repaid to her. That receipt is attached as Ex. 4, pgs. 13-20. On January 26,2019, she loaned the business \$60,000.00, which was to be repaid but has never been repaid to her. That receipt is attached within Ex. 4, pgs. 13-20. Also included in Ex. 4 is a written acknowledgement from Martinez Chicas that Lloyd has been helping with the Corazon business in 2019. Ex. 4 also contains proof of the loan to the Corazon entity of \$15,000.00 on 2/28/2019, which such loan was to be repaid to Lloyd. Ex. 4. pgs. 13-20. Bank account statements tracking these deposits showing the deposits into the Corazon bank account are included in Ex. 4, pgs. 13-20.

When Lloyd was repaid sums by these debtors, checks provided regularly bounced. Ex. 5, pgs. 21-25, contains notices from Lloyd's bank that the Garcia Diaz check issued to Lloyd on 9-28-2018 has been dishonored due to lack of funds in the Garcia Diaz account. Lloyd was not repaid the \$4,500.00 as a result. Ex.2, pgs. 7-10. . Lloyd worked for the Corazon entity for year

1 and was to be paid \$1,250.00 a week. Ex.2, pgs. 7-10. She was paid for only two weeks, leaving
2 50 weeks unpaid at \$1,250.00 per week or \$62,500.00 total due in wages. See Ex. 6, pgs. 26-28,
3 narrative note sent to Martinez Chicas by Lloyd previously and never denied by either Debtor. Ex.
4 6, pgs. 26-28 is one of the two payroll statements from the Corazon entity that was actually paid to
5 Lloyd. It specifically states 8-08-2018-Sylvia Lloyd-Salary-\$1,250.00. See Ex. 6, pgs. 26-28.

6 The debtors have previously denied that Lloyd has any interest in the 2014 Chevy
7 Silverado but that is as false as their denials of the Lloyd claim. As Ex. 7, pgs. 29-31 shows,
8 Lloyd was the primary borrower of the \$36,796.87 loan for the vehicle. Debtor Martinez Chicas
9 does not have any ownership interest in the vehicle, according to the loan document and Debtor
10 Garcia Diaz is listed as the co-borrower on the loan for the vehicle. Ex. 7, pgs. 29-31. The
11 vehicle is to be paid off in July of 2021 and Lloyd intends to assert her ownership interest in the
12 vehicle. Ex.2, pgs. 7-10.

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15 DATED this 20th day of May, 2021.

16 **WILLIAM A. BAKER, ESQ.**

17 By: 
18 Attorney for Creditor Sylvia Lloyd